

# CONTRACT DATA SHEET

PSC Type (check one): ☐ New ☒ XX ☐ Renewal ☐ Addendum

## Contractor Information

1. Legal Name of Contractor: **Jefferson County Public Schools**
2. Address: **3332 Newburg Road**
3. City/ State & Zip: **Louisville, KY 40218**
4. Contact Person Name & Telephone Number: **Donna Benton- 485-3295, Marty Bell- 485-3949**
5. Revenue Commission Taxpayer ID#: **158072**
6. If registration is not required please explain:
7. Is account in good standing: **Yes**
8. Federal Tax ID # (SSN if sole proprietor):

## Department Information

9. Requesting Department: **Louisville Metro Department of Public Health and Wellness**
10. Contact Person Name & Telephone: **Lora Reinhardt- 574-5291, Ginger Dereksen- 574-6665, Betty Adkins- 574-8237**

## Contract Information

11. Not to exceed amount: **\$26,000 (See attached work budget)**
12. Are expenses reimbursed? **No**
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: **July 1, 2008 – June 30, 2009**
15. Coding: **2101-605-4176-411539-521376**
16. Scope & Purpose of the contract: **To provide approved Family Life Curricula to no less than 6,500 Jefferson County Public School Students.**

## Authorizations

WRAS County Attorney Review - Approved as to Form: \_\_\_\_\_ Date: 6/3/08

Department Director: Michaelson

Signature certifies:

HL Funds are available

HL Contractor is registered and in good standing with the Revenue Commission

HL Human Relations Commission registration requirements have been met

Cph Risk Management Division of Finance - Certifies Insurance requirements satisfied: 7-9-08

**WRITTEN FINDINGS****EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # \_\_\_\_\_. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

\_\_\_\_\_ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **\*\* Mayors Approval required for emergency purchases exceeding \$10,000.**

\_\_\_\_\_ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

  X   C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

\_\_\_\_\_ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

\_\_\_\_\_ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

\_\_\_\_\_ F. The contract is for proprietary items for resale.

\_\_\_\_\_ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

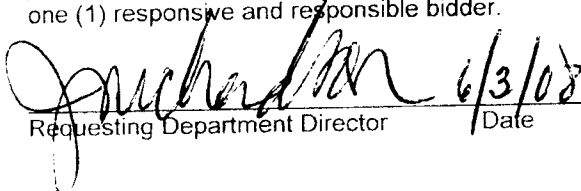
\_\_\_\_\_ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

\_\_\_\_\_ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

\_\_\_\_\_ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

\_\_\_\_\_ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

\_\_\_\_\_ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

  
Requesting Department Director      Date 6/3/08

\_\_\_\_\_  
\*\*Mayor      Date

**\*\*Signature is required only for Written Finding A**

## **AGREEMENT**

**THIS PROFESSIONAL SERVICE CONTRACT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO DEPARTMENT OF PUBLIC HEALTH AND WELLNESS** herein referred to as “**METRO GOVERNMENT**” or “**LMPHW**”, and **THE JEFFERSON COUNTY BOARD OF EDUCATION**, with offices located at 3332 Newburg Road, Louisville, Kentucky 40201, herein referred to as “**BOARD**”,

### **WITNESSETH:**

**WHEREAS**, the LMPHW, in the exercise of its lawful duties has determined that supporting the provision of two family life curricula in elementary, middle and high schools with funds allocated by the Kentucky Cabinet for Health Services is essential to the operation of LMPHW in fulfilling its legal responsibilities; and

**WHEREAS**, the Board has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **I. SCOPE OF PROFESSIONAL SERVICES**

**A.** Board shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Board's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

**B.** If from time to time Board needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Board shall notify the proper agent of the Metro Government of this need and

arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

C. The services of Board shall include but not be limited to the following:

1. The Board will:
  - a. Assign a staff person to work part-time to coordinate project activities, facilitate training arrangements, support implementation of the curricula, and perform reporting and related duties.
  - b. Train faculty, staff and students, as appropriate, to implement the program
  - c. Report to the LMPHW participating schools and number of students in programs.
  - d. Provide instruction using the Board and LMPHW-approved curricula to an estimated 6500 students.
  - e. Submit to the LMPHW reports of revenues and expenditures and program activities as required.
2. LMPHW Will:
  - a. Provide financial, technical assistance, and project support to the Board's educational project
  - b. Arrange for limited training for faculty and staff involved in the project.

## II. FEES AND COMPENSATION

- A. The LMPHW agrees to pay the Board, subject to availability of funds, according to Attachment A attached hereto and incorporated herein upon the receipt of appropriate billing.
- B. Progress reports that relate to program activities and expenditures will be submitted as requested by the LMPHW on a quarterly basis.
- C. The Board agrees to refund to the LMPHW any funds not expended at the end of the contract period.
- D. The total payments under the terms of this contract shall not exceed **TWENTY-SIX THOUSAND DOLLARS (\$26,000.00)**.
- E. The Metro Government shall not reimburse out of pocket expenses under this Agreement.
- F. Board agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. Board agrees that original invoices that are not in

Metro Government possession by this time will not be paid and Board agrees to waive its right to compensation for services billed under such invoices.

### **III. DURATION**

A. This Agreement shall begin July 1, 2008 and shall continue through and including June 30, 2009.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Board of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

### **IV. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Board to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its

performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

**V. RECORDS-AUDIT**

Board shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Board's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Board shall include (without limitation): (a) payroll records accounting for total time distribution of Board's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Board's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

**VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

To the extent permitted by law, the Board agrees to hold harmless the Metro Government from and against all losses, claims, expenses, actions, causes of action costs, damages and obligations final otherwise, arising from any and all negligent acts of the Board, under this Agreement that result in injury to persons, damage to property or loss arising from the performance of this Agreement. The Metro Government agrees to indemnify Board to the extent the Metro Government is liable under Kentucky law for

injuries or damages caused by the negligence of the Metro Government and its employees.

#### **VII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Board agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Board further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

#### **VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

#### **IX. AUTHORITY**

The Board, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

## **X. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content



of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

## **XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

## **XII. OCCUPATIONAL HEALTH AND SAFETY**

Board agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Board also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Board performs work under this Agreement. Board agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

## **XIII. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

## **XIV. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

## **XV. COUNTERPARTS**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**XVI. CALCULATION OF TIME** Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a

period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Board is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

**XVII. CAPTIONS** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

**XVIII. MISCELLANEOUS** Board agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Board agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. In the event the Board receives any protected health information in the performance of this Agreement, Board shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement. In the event Board receives any protected health information in the performance of this Agreement, Board agrees to sign the Health Department Business Associate Agreement. In the event Board receives any protected health information in the performance of this Agreement, Board further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Metro Government's Business Associate Agreement.

The Metro Government and Board agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and

executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Board certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Government or its Department of Public Health and Wellness. Board agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Metro Government pertaining to conflicts of interest.

Board nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and Wellness without the express authorization of the Director of that Department or his designee.

The Board shall reveal any final determination of a violation by the Board or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Board or subcontractor. The Board shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Board or subcontractor for the duration of the contract.


**WITNESS** the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND  
LEGALITY:**

  
IRV MAZE  
JEFFERSON COUNTY ATTORNEY


Date: 06/05/08

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

  
DR. ADEWALE TROUTMAN, M.D.,  
DIRECTOR, DEPARTMENT FOR PUBLIC  
HEALTH AND WELLNESS

Date: 7/7/08

**JEFFERSON COUNTY BOARD OF  
EDUCATION**

By: 

Title: Superintendent

Date: 6-24-08

**Taxpayer Identification No.  
(TIN):** \_\_\_\_\_

**Louisville/Jefferson County  
Revenue Commission Account  
No.:** \_\_\_\_\_